

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/226

TITLE: Kensbury Pty Ltd t/as Fagan Fencing Enterprise Agreement 2001-2003

I.R.C. NO: IRC01/3156

DATE APPROVED/COMMENCEMENT: 13 June 2001

TERM: 1 July 2003

NEW AGREEMENT OR VARIATION: New

GAZETTAL REFERENCE: 12 July 2002

DATE TERMINATED:

NUMBER OF PAGES: 18

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees of Kensbury Pty Ltd that fall within the coverage of the General Construction and Maintenance, Civil and Mechanical Engineering, &c. (State) Award.

PARTIES: Kensbury Pty Ltd T/as Fagan Fencing -&- The Australian Workers' Union, New South Wales



KENSBURY PTY. LTD., T/as FAGAN FENCING

**ENTERPRISE AGREEMENT
2001 - 2003**

An enterprise agreement made in accordance with Division Enterprise Agreements
Industrial Relations Act, 1996, NSW

WITH

THE AUSTRALIAN WORKERS UNION

**Registered
Enterprise Agreement
Industrial Registrar**

2. ARRANGEMENT

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3. OBJECTIVES OF THE AGREEMENT

The objectives of the agreement are to:

- Contribute to long term improvement in the company's performance in regard to profitability, market share, competitiveness and so support the labour cost increases which are included herein;
- Provide the means by which management and its employees can introduce significant flexibility at the workplace and promote management practices geared towards matching international best practice standards, through implementation of the efficiency measures contained herein and the promotion of a culture of continuous learning and improvement; and
- Provide an improved employment environment that encourages and rewards safe working practices, high quality of work, self-improvement, and which will provide increased job-satisfaction and security of employment.

4. COMMITMENT.

The parties to this agreement commit themselves to ensuring that the objectives of the agreement are achieved in the following ways:

- Through consultation and a free flow of information, the development of an environment where there will be better understanding between the company and its employees;
- Actual implementation of the efficiency measures in this agreement to achieve real gains in productivity, but not at the expense of health and safety standards;
- Establishment of quality procedures; and
- Ensuring that the dispute settlement procedure provided in the agreement are strictly adhered to.



5. PARTIES, SCOPE AND DURATION.

5.1 Parties bound

This agreement shall be binding on Kensbury Pty. Ltd., and the Australian Worker's Union;

5.2 Scope

This agreement shall apply to all employees of the company covered under the General Construction and Maintenance, Civil and Mechanical Engineering & c. (State) Award, Known as the Award.

5.3 Relationship to parent award

This agreement shall be read in conjunction with the General Construction and Maintenance Civil and Mechanical Engineering (State) Award and where there is any inconsistency between this agreement and the award, this agreement shall prevail to the extent of the inconsistency.

5.4 Period of operation

This agreement shall come into effect from the beginning of the first full pay period commencing on or after the date of certification by the New South Wales Industrial Relations Commission for a period of two years. The parties agree to commence negotiations for a new agreement no later than three months prior to the expiry of this agreement.

5.5 Existing rates of pay

No employee's ordinary rate of pay shall be reduced as a result of this agreement.

5.6 Agreement voluntary

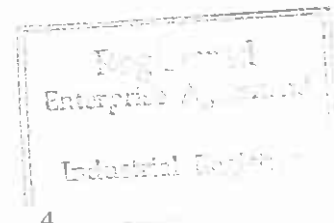
This agreement was not entered into under duress by any party to it.

5.7 No precedent

This agreement shall not be used in any manner whatsoever to obtain similar arrangements, conditions or benefits in any other enterprise.

6. NO EXTRA CLAIMS.

The parties agree not to pursue any extra claims against each other for the life of the agreement.



7. CONSULTATION AND DISPUTE RESOLUTION

Consultation and participation are vital elements in seeking improved industrial relations. In an endeavour to keep the workforce informed, a consultative committee will be established whereby the workforce would be able to have input into decision making. The committee shall comprise representatives of management and employees, and its main task will be to monitor the operation of this agreement. The committee shall meet each six months or more frequently if required. The decisions and recommendations of the committee will be communicated to all employees.

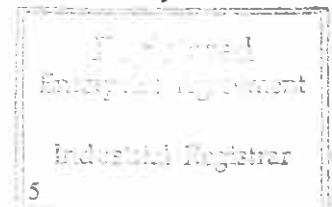
7.1 Dispute settlement procedure

The parties to this agreement are committed to minimising the incidence of lost time or production arising out of disputes or grievances, and to resolving any disputes by consultation and co-operation. Further the parties commit themselves to;

- * Resolving any disputes without recourse to industrial action; and
- * Acceptance of determinations of the WorkCover Authority or persons accredited by it in health and safety issues.

It is agreed that the following procedures will be adhered to at all times:

- i. Disputes on any work related or industrial matter shall be dealt with as close to the source as possible;
- ii. The dispute shall be referred by the employee to the employee's immediate supervisor or foreman;
- iii. If the matter remains unresolved the employee(s) will forward the matter to senior management;
- iv. If the matter remains unresolved the employee may refer the matter to the relevant union official who will submit the issue to senior management;
- v. All work will continue as normal whilst these dispute settlement procedures are being followed or until the matter is resolved;
- vi. The above procedures will apply in the event of a safety issue. In such an event, normal work shall continue in areas that the area subject of the dispute, and employees in that area shall be relocated to other areas/sites, or undertake training, forward planning, or other appropriate activities, until the matter is resolved. No employee shall be permitted to work in an unsafe area other than for safety rectification purposes.



8. OCCUPATIONAL HEALTH AND SAFETY

The parties to this agreement are committed to the safe operation of machinery and equipment, to the observance of safe working practices, the proper use of all personal safety equipment and to the safety and good health of all employees and other persons who may enter the workplace. To facilitate this it is provided that:

- i. It is the company's obligation as far as is reasonably practicable to provide a safe and healthy workplace;
- ii. It is each employee's obligation to take reasonable care for the health and safety of other persons in the workplace who may be affected by his/her act or omissions and to co-operate with the company in ensuring that the workplace is healthy and safe;
- iii. Any worker becoming aware of a situation which is actually or potentially unsafe will immediately report the situation to his/her supervisor or appropriate management representative;
- iv. All issued safety equipment, clothing and footwear must be worn in the manner intended;
- v. It is strictly against the rules of the workplace to misuse, interfere with, or make inoperative, any safety equipment, guards or fire protection equipment;
- vi. Horseplay at the workplace is dangerous and can lead to the injury of those involved or bystanders, and is therefore prohibited;
- vii. Any damage to plant or equipment must be reported to the appropriate supervisor or management representative as soon as possible; and
- viii. Any breach of workplace safety rules and policies, or of the above provisions may lead to disciplinary action or dismissal;

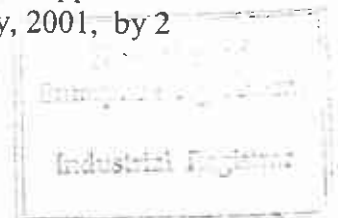
9. CLASSIFICATION AND RATES OF PAY

9.1 Classification and rates of pay

The classifications and rates of pay set out as per the General Construction & Maintenance award, Civil Construction Worker Group 2, Fencer, shall apply from the date of certification of this agreement. Existing employees shall be paid as per this classifications in accordance with appendix A. the rates present substantial increases above the current award rates and include all industry and special allowances. If at any time the rates of pay under this agreement are less than the award rate, the award rate shall apply.

9.2 Wage increases throughout the life of the agreement

While the agreement is in force the rates of pay and applicable allowances as set out in appendix A shall be increased each six months from start date of the approval, being 1st February, 2001, by 2 1/2%.



9.3 Site allowances

Where under its contractual obligations for particular projects/sites, the company is obliged to pay productivity or site allowances (including those awarded by the relevant industrial tribunals) the following conditions shall apply;

- a. Such allowance shall be paid for actual hours worked and shall only be paid to its employees where the company is contractually entitled to recover the full cost of such allowances; and
- b. Where any agreement under which such allowances arise provides for productivity measures not included in this agreement the company may, at its discretion, adopt some or all of those additional measures for the duration of that project;

9.4 Productivity allowances

A productivity allowance shall be paid, after an employee completes a three month probation period. This allowance includes: dust, wet weather and climatic conditions allowances and is at the rate of \$0.47 cents per hour. A further \$0.53 cents per hour for unused sick leave will be paid in accordance with the following conditions.

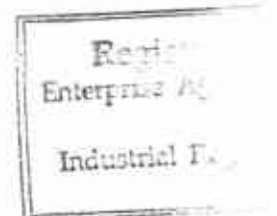
Unused sick leave can only be paid as part of the productivity allowance at the completion of 12 months service and or when there is an accrual of 10 sick leave days. Should an employee need to take sick leave or during the first 12 months of employment the allowance will be reduced by .53 cents until the accrued leave reaches 10 days again. Sick leave is accrued at the rate of 1 sick day for every 26 ordinary days worked or 5.2 weeks.

An extra productivity allowance will be paid at \$1.50 per hour for any job that contains chain wire over 1.5 klms. in length. The metres to be produced per week are to be negotiated prior to commencement of quotation.

9.5 Licence allowance

An allowance will be paid to an employee who holds a truck, bobcat, forklift, excavator or first aid licence. This allowance will be paid to an employee after the expiration of the probation period.

- i. Allowance for licences will be at the rate of \$2.50 per week for each licence held by the employee and 50c per day when using said equipment for more than 1 hour.
- ii. This allowance will be revoked immediately upon suspension or cancellation of the relevant licence by its issuing authority.



10. CLOTHING

Personal protective equipment shall be supplied and replaced on a fair wear and tear basis including but not limited to:

Safety helmets with brim, ear protection, sunscreen, safety glasses and wet weather jackets, steel capped safety boots.

The following clothing shall be issued each October to each permanent employee who has accumulated over three months of service;

Three (3) collared shirts and three (3) pairs of trousers or shorts.

Information from the Cancer Council shall be supplied with all clothing issued outlining the dangers from exposure to the sun and the prevention of skin cancer.

11. INCOME PROTECTION INSURANCE

During the term of this agreement there will be provided, by the company, AWU Safety Net income protection insurance. In the event of the Insurance Provider refusing to cover any individual then no cover will be provided for that individual.

12. DAILY FARES

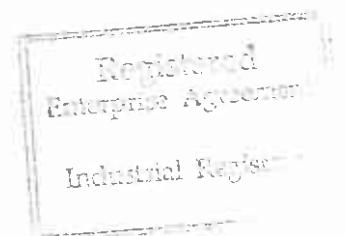
Employees shall be paid the daily fares allowance within a 40 km. Radius of Port Macquarie, at the rate of \$12.60 per day.

13. SUPERANNUATION.

The company will pay the Superannuation Guarantee charge of 8% of ordinary time earnings for each employee covered by this agreement and will increase the percentage of contribution pursuant to SGC requirements under Federal Law as may be required from time to time. This will be paid into the Superannuation Fund that is nominated by each employee. At the discretion of the company an employee may choose to nominate his/her productivity allowance and or any other over Award payment and Salary Sacrifice that money into their nominated fund.

14. REDUNDANCY

Redundancy will be paid in accordance with the provisions of the Award.



15. CONTRACT OF EMPLOYMENT

15.1 Engagement of employees

Prior to engagement applicants may be required to undertake a pre-employment medical, the cost of which will be born by the company. Any employee who knowingly provides false information in his/her initial application or in the medical may be dismissed. All employees (other than casuals) shall initially be engaged on probation for a period of three months and shall be paid for as daily hire. During this period employment may be terminated by either party by one days notice without recrimination and such termination by the employer shall not constitute harsh, unjust or unreasonable termination. The probation period will be included when calculating long service leave and redundancy entitlements.

15.2 Termination of employment

Employment (other than casuals) may be terminated by the giving of one week's notice from either side, or one weeks pay shall be paid in lieu or forfeited. Nothing in this clause shall affect the right of the company to dismiss an employee without notice for misconduct or refusal of duty.

15.3 Casual employment

The company may engage casual employees for a period of up to 60 days in any one engagement, subject to the following:

- i. A casual employee for working ordinary time shall be paid at the relevant rate as prescribed in clause 9 of this agreement for each hour worked, plus a loading of 15%. The loading therein is in lieu of public holidays, sick leave, redundancy and to compensate for the nature of casual employment. Plus a further 1/12 for annual leave.
- ii. A casual employee shall be paid for a minimum of two (2) hours work per day;
- iii. Casual employees shall be entitled to the benefits of clauses 9 (classifications and rates of pay), clause 23.2 (overtime), and, subject to their earning more than \$450.00 in any month, clause 13 (superannuation).
- iv. Casual employment may be terminated by the giving of one (1) days notice from either side, or payment or forfeiture of one days pay; and
- v. Casual employees shall be required to have appropriate footwear on commencement with the company.

Employment Agreement

15.4 Working away

This company works away from Port Macquarie from time to time and all employees are expected to work away when required. If the employee is not willing to participate their employment can be terminated.

- i. All workers have the choice to be paid either a living away from home allowance as per the award or the company will pay for all meals and accommodation and travel time in a radius of 200 kms. of Port Macquarie plus a camping allowance of \$12.30 per day.
- ii. Travelling over a radius of 200 kms. and travelling time is to be negotiated between the employee and employer.
- iii. Commencement time of work starts from the actual work site.

16. MEAL BREAK DURING ORDINARY HOURS

There shall be a cessation of work and working time for the purpose of a meal on each day of no less than 30 minutes which shall be taken no more than 5 hours after commencement of ordinary working hours on that day. Notwithstanding the above, by agreement between the company and the employees affected, the time of commencement of the meal break may be staggered, varied, no break taken, or its duration extended to meet the reasonable requirements of that day's work. Where the meal break is not taken, the ordinary hours of work for that day shall cease 30 minutes before the usual ceasing time. Where the meal break is extended the time of cessation of work for that day shall be adjusted accordingly.

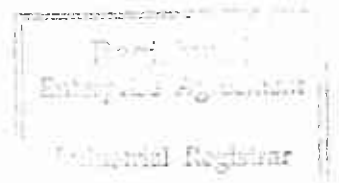
In addition to the above, all employees be entitled to a paid morning tea break of 10 minutes duration.

17. DISCIPLINARY PROCEDURES

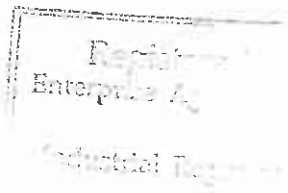
17.1 Disciplinary procedures

Where the company believes that an employee is not meeting the standards of performance or conduct reasonably expected of him/her, the following procedures shall apply;

- a. In the first instance the employee shall be counselled as to where his or her performance/conduct is deficient; and (where appropriate) the steps to be taken to remedy the deficiency shall be identified, and a review period shall be set. In more serious cases a written warning may be issued at this stage;
- b. Should the matter not be resolved, the employee shall be counselled again, and the company may issue a written warning advising the employee that his/her employment is in jeopardy if the deficiency is not rectified. In more serious cases this may be a final warning. A further review period may be set if appropriate;



- c. Should the matter still not be resolved, the employee shall be counselled again, and a further written warning given, which shall be a final warning unless in the opinion of the company this is not warranted.



17.2 Guidelines for counselling sessions

The following shall apply to all counselling sessions:

- a. The employee shall be given the opportunity to respond to the alleged instances of deficient performance/conduct, and management shall consider the employee's response in making its decision as to the action to be taken;
- b. The employee may request that a person of his/her choice be present during the counselling session and shall be given reasonable time to arrange for that person to be present if (s)he is not already in the workplace;

The company reserves the right to dismiss an employee without notice in cases of serious misconduct or refusal of duty.

18. TOOLS

All power and hand tools, supplied by the company to employees must be maintained in an efficient working order by each employee, and the employee will be held responsible for that equipment. Failure to do so may result in the employee being counselled in accordance with the disciplinary procedures in this agreement.

19. SICK LEAVE.

Notwithstanding anything contained in the awards, the following procedures shall be followed in cases of sick leave;

- The employee shall, as far as practicable, advise his/her foreman before the normal work commencement time of their inability to attend for duty and the nature of the illness or injury and the estimated duration of the absence.

20. ANNUAL CLOSE DOWN

Notwithstanding anything contained in the award, the company when giving any leave in conjunction with the Christmas / New Year holiday's may, at the company's option, either;

- a. Stand down without pay during the period of leave any employee who is not yet entitled to an annual holiday; or
- b. Stand down without pay during the period of leave any employee who is not yet entitled to an annual holiday and pay (up to the period of leave then given) at a rate of one-twelfth of an ordinary week's wages in respect of each 38 hours continuous service (excluding overtime).

Provided that where the company at its option decides to close down the establishment at the Christmas / New Year period for the purpose of giving the whole of the annual leave due to all, or

the majority of the employees then qualified for such leave, the company shall give at least one (1) month's notice to the employees of the company's intention to do so.

Provided also that where the company requires work to be carried out during an annual close down period notified as above, the company may, subject to the employees agreement, recall an employee from annual leave, which agreement shall not be reasonably withheld. In such cases the employee shall be reccredited with the amount of annual leave foregone, but shall not be entitled to a further payment of leave loading in respect of that leave.

21. ANNUAL LEAVE

Annual will be provided in accordance with the Annual Holidays Act, 1944 of New South Wales and the Award provision of annual leave loading.

22. UNION MEMBERSHIP AND RECOGNITION

For the duration of this Agreement the company recognises the AWU as being the Union that shall have exclusive representation of all employees covered by this Agreement. This exclusive representation will extend to all terms and conditions of this Agreement.

It is the policy of the company that it shall recommend that all employees covered by this Agreement shall join the A.W.U.

23. HOURS OF WORK

23.1 Ordinary Hours

The ordinary working hours shall be 38 hours per week and may be worked on any day Monday to Friday inclusive, between the hours of 6 a.m. to 6 p.m. on the following basis. 8 hours per day, with 4 hours of each day worked accruing as an entitlement to take rostered time off (RTO) paid for as though worked at ordinary time.

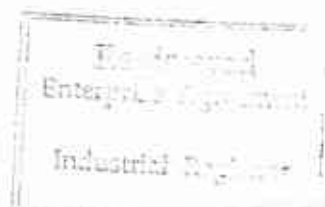
23.2 Work outside ordinary hours

Any hours worked outside the span of hours set in 23.1 above, or in excess of 40 hours per week shall be regarded as overtime and dealt with in accordance with the relevant clauses of the award. Notwithstanding the award, the company may cancel or notify employees of the working of overtime by the giving of at least one hour's notice prior to the commencement of overtime. All employees shall be expected to work a reasonable amount of overtime.

24. WEEKEND WORK

For the purpose of calculation of 8 hours work on a Saturday and Sunday, work shall be performed between the hours of 6 a.m. to 6 p.m. at the discretion of the company.

In accordance with the preferred practice of employees, only one crib break shall be taken on Saturdays between 9 a.m. and 11 a.m. Provided the 5 hour work maximum is adhered to.



Subject always to operational requirements, an employee will not be offered weekend work unless he/she has worked the preceding and subsequent weekday. In the event of an employee failing without reasonable excuse to work the subsequent workday he/she shall not be offered work on the next weekend that work is available.

Notwithstanding the award, the company may cancel intended weekend work by the giving of at least one hour's notice prior to the commencement of the work. In such cases the employees shall be offered the next available weekend work.

25. ROSTERED TIME OFF

The company and the employees may agree to vary the RTO time off in order to meet the job requirements or personal needs. In such cases employees entitled to an accrued RTO shall bank the RTO provided that all banked RTO's are taken within 3 months of the time of their original accrual, as requested by the employee, and at one week's notice is given of the intention to bank the RTO.

The company shall attempt to accommodate all requests for the taking of "banked" RTO's, however the taking of such RTO's shall be subject to reasonable operational requirements, which shall be determined by the company.

Any outstanding RTO that is accrued and not taken within that three month period will be paid at time and a half (1 ½).

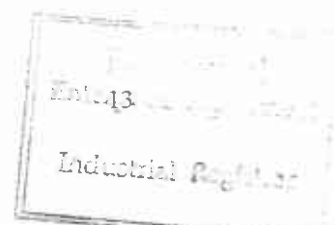
If an employee leaves his/her employment with the company then if the RTO accrual is in the negative situation this will be deducted from his/her final termination payment, but if the RTO accrual is in the positive this will be paid at time and a half (1 ½) and paid along with their final payment.

26. QUALITY ASSURANCE

It is agreed by the parties that the establishment and maintenance of a quality assurance program and the maintenance of consistently high standards of workmanship are essential to the company's continued profitability and employees increased job security. In order to achieve this it is agreed:

- a. All employees shall co-operate fully in the development and implementation of the company's quality assurance program; and
- b. Any employee who fails to produce the required standard of workmanship may be liable to disciplinary action, including termination of employment, provided that in such instances the company shall give each employee a reasonable opportunity to improve his/her performance, and will, where appropriate provide any necessary training if the employee's poor performance does not relate to the usual skills which would reasonably be expected of a person with that employee's experience and/or qualifications.

27. TRAINING



The parties recognise the need for ongoing training to compliment skills development and best practice principles. Such training will be provided for on a needs basis by prior agreement with the company. Where approved training is undertaken, all reasonable expenses incurred will be met by the company.

Any licences, such as vehicular and Work Cover, that are accrued during their time as an employee of the company will be paid for by the employee.

28. INCLEMENT WEATHER

The following procedures will be implemented to limit the loss of productivity due to inclement weather (as defined in the award), and ensure that as far as practicable work will continue as normal unless this would create risks to health or safety.

- i. Site management and the employees will confer on whether it is safe or reasonable for work to continue in the conditions being experienced and all parties will adopt a reasonable approach to this;
- ii. Employees on part of a site or project not affected by inclement weather will keep working as normal;
- iii. If it is reasonable for employees to transfer from lunch sheds to work areas unaffected by inclement weather they will do so, and transfer using raincoats or umbrellas, it is agreed that this is reasonable;
- iv. Employees will not leave the site if in the company's opinion useful work is available in the area not affected by inclement weather;
- v. Employees will accept transfer to other sites not affected by inclement weather, and the company will provide transport where necessary, or pay the award kilometre allowance where employees use their own vehicle;
- vi. Where the above are not practical, employees will remain on site or return to the company's depot or place of business and undertake relevant and meaningful training and learning applications, production/upgrade of skill modules, maintenance to plant and equipment, or other worthwhile activities at the discretion of the company; and
- vii. Any employee who leaves the site or refuses to transfer will not be entitled to payment for inclement weather.

29. SUBCONTRACTORS

The industry is moving towards broader subcontracts and the company will accommodate this with its employees where consistent with the restructuring approach. However it is recognised and agreed that the company may at its discretion, engage subcontractors to undertake specialist work. Where this occurs, preference shall be given to subcontractors who are registered companies with EBA's.



30. PAYMENT BY ELECTRONIC FUNDS TRANSFER

Employee's wages shall be paid through electronic funds transfer into an account opened or nominated by the employee. The pay weeks will commence on Monday and finish on the succeeding Friday with Thursday remaining the pay day.

31. POSTING OF THE AGREEMENT

A copy of this agreement shall be displayed by the company in a prominent place on the company's premises accessible to the employees.

32. LONG SERVICE LEAVE

Long Service Leave will be as per Building and Construction Industry Long Service Payments Corporation leave.

33. ANTI-DISCRIMINATION

It is the intention of the parties bound by this agreement to achieve the object of section 3(f) of the Industrial Relations Act 1996 (NSW), to prevent and eliminate discrimination in the workplace on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.

Accordingly, in fulfilling their obligations under the dispute resolution procedure the parties must take all reasonable steps to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Under the Anti-Discrimination Act 1977 (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

Nothing in this clause is to be taken to effect:

1. any conduct or act which is specifically exempted from anti-discrimination legislation,
2. offering or providing junior rates of pay to persons under 21 years of age,
3. any act or practice of body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977 (NSW),
4. a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
5. This clause does not create legal rights or obligations in addition to those imposed upon by the parties by the legislation referred to in this clause.
6. Section 56(d) of the Anti-Discrimination Act 1977 Provides:

“Nothing in the Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

33. Parties Signatures

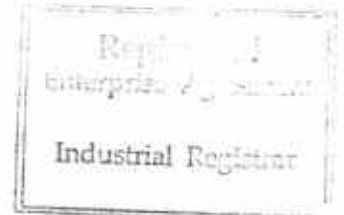
This Agreement is made at Newcastle on twelfth Day of April 2000.

[Signature]

Signed on behalf of Kensbury Pty Ltd

[Signature] - (Kevin Maher)

Signed on behalf of the Australian Workers Union



ATTACHMENT A PART 1

RATES OF PAY

GENERAL CONSTRUCTION AWARD CONDITIONS

Classification	Award Rate	Hourly Rate	Casual rate	EBA Rate	EBA Casual	2001Rate	2001Casual	2002Rate	2002Casual
CW1	455.24	11.98	14.93	12.00	14.95	12.60	15.70	13.23	16.48
CW2	462.46	12.17	15.16	13.00	16.20	13.65	17.01	14.33	17.86



ATTACHMENT A

PART 2

CALCULATION OF RATES OF PAY

General Construction

Award Rate = base rate + industry allowance (\$18.43 per week) + travel pattern loading (\$9.27 per week).

Hourly Rate = award rate divided by 38.

Casual rate = hourly rate + 15% + 1/12 for annual leave.

EBA Rate = hourly rate rounded up to the nearest dollar.

EBA Casual = EBA rate + casual formula.

2001 Rate = EBA rate + 5%.

2002 Rate = 2001 rate + 5%.

Allowances.

Productivity allowance	.47 cents per hour
Sick Leave bonus	.53 cents per hour
Chain Wire Fencing allowance (over 1.5 klms)	\$1.50 per hour
Licences allowance	\$2.50 per week
Licences allowance when used	.50 per hour
Excess Fares allowance	\$12.60 per day

